

CITY OF FAIRFIELD

RESOLUTION NO. 2013 - 13

RESOLUTION OF THE CITY COUNCIL APPROVING THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO MCGUIRE AND HESTER FOR THE CLAY BANK ROAD PAVEMENT REHABILITATION AND SSWA TOLENAS LATERAL REPLACEMENT PROJECT

WHEREAS, the bid opening for the Clay Bank Road Pavement Rehabilitation and SSWA Tolenas Lateral Replacement Project took place on November 15, 2012; and

WHEREAS, the apparent low bidder was McGuire and Hester in the amount of \$2,028,227.50.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the Clay Bank Road Pavement Rehabilitation and Suisun-Solano Water Agency (SSWA) Tolenas Lateral Replacement Project are hereby approved.

Section 2. The City Manager is directed to enter into a contract with McGuire and Hester for the Clay Bank Road Pavement Rehabilitation and SSWA Tolenas Lateral Replacement Project in the amount of \$2,028,227.50.

Section 3. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 15th day of January 2013, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/~~Mo~~/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: None

Naw, F. Pray
MAYOR

ATTEST:

Paudina Archer, Deputy
CITY CLERK
pw

CITY OF FAIRFIELD

STATE OF CALIFORNIA

PROPOSAL

**CLAYBANK ROAD PAVEMENT REHABILITATION
AND SSWA TOLENAS LATERAL REPLACEMENT**

Contractor: McGuire and Hester

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within **FIFTEEN (15) work days** of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **One-hundred-eighteen (118)** working days from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the City Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

ONE (11/7/12)

**CLAYBANK ROAD PAVEMENT REHABILITATION
AND SSWA TOLENAS LATERAL REPLACEMENT**

Item No.	Item of Work	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
1	MOBILIZATION (INCLUDES CONFIRMING THE LOCATION OF EXISTING UTILITIES)	LS			85,000
2	SWPPP AND EROSION CONTROL	LS			8000
3	TRAFFIC CONTROL	LS			24,000
4	SSWA 24-INCH WATER TRANSMISSION LINE	LF	2,065	100	206,500
5	REMOVE AND DISPOSE OF EXISTING 24-INCH MORTAR LINED AND COATED STEEL PIPE	LF	2,000	5	10,000
6	PLUG AND FILL EXISTING 24-INCH LINE WITH CONCRETE SLURRY	LF	72	55	3,960
7	UTILITY TRENCHING AND BACKFILL	LF	2,065	186	384,090
8	SHORING	LS			10,000
9	SSWA 2-INCH BLOW-OFF VALVE	EA	1	7,600	7,600
10	ROADWAY EXCAVATION (INCLUDES AC, AB AND SOIL REMOVAL AND DISPOSAL)	CY	12,740	14	178,360
11	BASE FAILURE REPAIR	CY	100	50	5,000
12	COLD PLANE ASPHALT CONCRETE PAVEMENT (FULL 2.25-INCH GRIND)	SY	960	7	6,720
13	SUBGRADE STABILIZATION FABRIC	SY	14,110	2	28,220
14	CLASS 2 AGGREGATE BASE	TN	17,990	27	485,730
15	ASPHALT CONCRETE	TN	5,550	95	527,250
16	ADJUST VALVES AND TRAFFIC BOXES TO GRADE	EA	21	500	10,500
17	ADJUST MANHOLES TO GRADE	EA	14	660	9,240
18	REPLACE STREET MONUMENTS	EA	9	350	3,150
19	RECORD OF SURVEY	LS			5,000
20	REPLACE TRAFFIC SIGNAL LOOP DETECTOR (INCLUDES DETECTOR HAND HOLE)	LS			3,600
21	4-INCH THERMOPLASTIC STRIPING	LF	7,950	0.55	4,372.50

Claybank Road Pavement Rehabilitation and
SSWA Tolenas Lateral Replacement Project

22	THERMOPLASTIC PAVEMENT MARKING	SF	1,730	4	6,920
23	RAISED PAVEMENT MARKERS	EA	330	3	990
24	STREET SIGNS	EA	29	225	6,525
25	REMOVE AND REPLACE CURB AND GUTTER	LF	100	50	5,000
26	REMOVE AND REPLACE SIDEWALK	SF	100	25	2,500

Total Bid \$: 2,028,227.50

The bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualifying the bid.

CLAYBANK ROAD PAVEMENT REHABILITATION AND SSWA TOLENAS LATERAL REPLACEMENT

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. **The bidder shall note that he/she shall perform with his own organization at least 50% of the work with the remainder of the work performed by sub-contractors.**

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the City Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
1) Enrak 520 Mayhew Rd Sacramento, CA 95827	256390	ROADWAY EXC. (PARTIAL) COLD PLANE AC	1.5
2) Chrisp Company 1805 E. Boomer Rd Woodland, CA 95776	374600	STRIPING, SIGNS, MONUMENT BOXES	1.5
3) Viking Drillers Inc. 4801 North Port Dr. W. Sacramento 95961	476668	DEWATERING (PARTIAL)	3.5
4)			

Subcontractor's Name and Address	Sub-contractor License Number	Portion of Work or Item(s) of work to be performed	Percent of Total
5)			
6)			
7)			
8)			
9)			
10)			

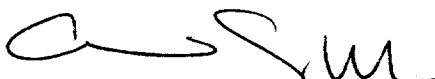
Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

Michael R. Hester, being first duly sworn, deposes and says that he or she is President of McGuire and Hester the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11/15/12
(Date)


(Signature) Michael R. Hester, President
McGuire and Hester

NOTE: THIS FORM MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

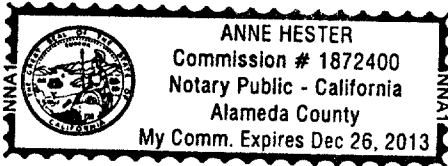
County of Alameda

On November 14, 2012 before me,

Anne Hester, Notary Public
Here Insert Name and Title of the Officer

personally appeared

Michael R. Hester
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Noncollusion

Document Date: November 15, 2012

Number of Pages: ONE

Signer(s) Other Than Named Above: ---

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael R. Hester

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
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Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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McGuire and Hester
Name of Firm

9009 Railroad Avenue, Oakland, CA 94603
Business Address

(510) 632-7676
Phone Number



Signature of Responsible Official
Michael R. Hester, President

Contractor's License:

a. Class: A,B,C21,C27,C31,HAZ

b. Number: 95879

c. Expiration Date: 11/30/13

FEI Number: 94-1074934

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

SEE ATTACHED

McGuire and Hester
9009 Railroad Avenue
Oakland, CA 94603
510-632-7676

McGuire and Hester - A California Corporation
License #95879
A, B, C21, C27, C31, HAZ

Michael R. Hester, President

Robert C. Doud, Executive Vice President/CFO

Brock N. Grunt, Secretary

Construction & Demolition Debris Materials Checklist

Project/Permit #: Claybank Road Pavement Rehabilitation and SSWA Tolenas Lateral Replacement

Project Address: Claybank Road between Quail Drive and E. Tabor Ave in Fairfield, CA

Applicant: McGuire and Hester

Phone: (510) 632-7676

Fax: (510) 562-5209

Type of Project: ☐ New Construction ☐ Repair ☐ Addition ☐ Alteration ☒ Demolition

Project Size: _____ sq. ft.

The City of Fairfield requires that construction and demolition projects recycle at minimum 50% of all project materials generated by their projects. All contractors are required to complete this checklist prior to obtaining a building or demolition permit. At the conclusion of the project, the contractor must report all tons recycled and disposed by material type and file a Construction and Demolition Recycling Report with the City of Fairfield Recycling Coordinator **within (60) days of job completion.**

Please check all materials to be generated as a result of this project and estimate quantities:

Material Type

☒ Asphalt (GRINDINGS)

☐ Brick

☐ Cardboard

☐ Concrete

☒ Dirt / Clean Fill

☐ Drywall / Sheetrock

☐ Lumber

☐ Plastic

☐ Roofing Materials

☒ Metals (STEEL PIPE)

☐ Green Waste

☐ Salvaged Items (i.e. fixtures, lumber, windows, etc.)

☒ Other Materials (please list): CLASS 2 AB

Estimated Quantities (Specify tons or cubic yards, if possible)

1,765 CY

5,485 CY

120,000 lbs.

5,490 CY



Check here that you understand that you must also complete a Construction and Demolition Recycling Report within (60) days of job completion. Call 707-428-7489 for technical assistance after reading all forms.

Signature: _____

Michael R. Hester

Michael R. Hester, President
McGuire and Hester

Date: 11/15/12

Return completed form to: Recycling Coordinator, City of Fairfield, 1000 Webster St., Fairfield, CA 94533.

For assistance with this form, please call 707-428-7489.



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City of Fairfield

**CLAYBANK ROAD PAVEMENT REHABILITATION AND
SSWA TOLENAS LATERAL WATERLINE REPLACEMENT PROJECT**

ADDENDUM NUMBER 1

Date: November 7, 2012

TO ALL PROSPECTIVE BIDDERS:

The City of Fairfield (City), located at 1000 Webster Street, Fairfield, California 94533, hereby issues this addendum to the above-stated project and contract.

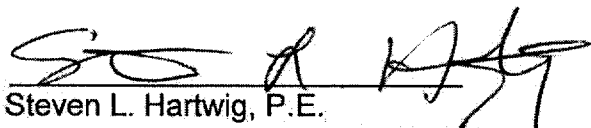
Bidders are instructed to submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract, and the contract documents to be executed will contain a copy of this addendum.

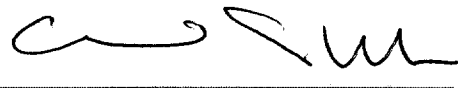
Any references to page numbers in this addendum are included to assist Bidder's in posting the changes in this addendum to the original bidding documents. In cases of conflict between the page reference and the description of the change, the description shall take precedence.

The Bidder shall acknowledge receipt of this Addendum on Page P2 of the Bidder's Proposal and attach this signed Addendum Cover Sheet to the Bidder's Proposal when submitted.

APPROVED:

ACKNOWLEDGEMENT:


Steven L. Hartwig, P.E.
Assistant Director of Public Works/City Engineer


CONTRACTOR
Michael R. Hester, President
McGuire and Hester

BIDDER: Return a signed copy of THIS PAGE (only) of this addendum with your proposal, unless directed otherwise. Please insert it and all other addenda signature pages, if any, in numerical order, loosely behind the Proposal signature page in the Proposal and Contract book. Failure to thus acknowledge receipt of and include the provisions of this addendum in your proposal will be just cause for considering your bid to be non-responsive.

The following changes, additions, or deletions shall be made to the following documents as indicated; and all other conditions shall remain the same:

1. DRAWINGS: replace the respective plan sheet with the same with REV1 notation

- a) Sheet C1, detail reference added to legend symbol
- b) Sheet C2, detail 2 reference added
- c) Sheet C3, detail 6 reference added
- d) Sheet C4, detail 6 reference added
- e) Sheet C5, detail 6 reference added and callout for Class 2 AB in old trench added
- f) Sheet C10, note added for detail 6

2. Special Provision Specification 17 (page SP-8):

Replace "9 am and 3 pm" time restriction with "7 am and 4 pm". Also add at end of sentence 7 am to 4 pm time restriction is allowed only when Contractor maintains one full width traffic lane in each direction, with flaggers as needed.

3. Special Provision Specification 30 (page SP-15):

Construction and Demolition Waste Collection/Recycling:

Replace "The Contractor shall not submit a bid until the Contractor or his/her subcontractor designated to collect and transport construction and demolition waste has become authorized to do so by entering into a Collection Agreement approved by the City of Fairfield pursuant to Chapter 9 of the Fairfield Municipal Code"

with

"The Contractor may submit a bid without having a Collection Agreement. If the Contractor places bins on the project for trash or recyclable materials, the bin hauler shall have a Collections Agreement with the City of Fairfield. It is expected that excavation on this project will not generate recyclable material. For non recyclable material, the Contractor or his subcontractor may perform the hauling (or have it done by an authorized hauler) provided that the Contractor or the Subcontractor provides documentation of where the material is disposed of. The final payment will be held until this documentation is received and approved by the City. If the Contractor or subcontractor chooses to become a hauler for recyclable materials, then he may apply by following the link below."

<http://www.fairfield.ca.gov/gov/depts/pw/utility/recycling/cdwc.asp>

Call Esther Blanco (707-428-7528) for information regarding the forms or process to enter into a Collection Agreement with the City of Fairfield.

4. Special Provision Specification 34.3 B (page SP-19):

Add at the end of the paragraph "The sign location shall be per the approved traffic control plan."

5. Special Provision Specification 34.3 G (page SP-19):

Section G is replaced in its entirety with the following:

"Access to the cul-de-sac may be completely closed during work hours provided that the Contractor gives written and verbal notice to affected homes in the cul-de-sac at least 48 hours prior to closure **AND** the excavation across the residential cul-de-sac opening is brought back up to at least one lift of asphalt across the opening by the end of the work day. Suitable barriers shall be installed adjacent to the opening as needed. The Contractor shall schedule his work to avoid garbage trucks running over the single lift of asphalt to enter the cul-de-sac or provide steel plating or other suitable measures of protection."

6. Special Provision Specification 34.5 A (page SP-20):

Replace "impacted by" with "within ½ mile of". The City of Fairfield will assist in providing a mailing list for the Contractor to mail the notice to after City approval.

Add Section "D" as follows: "Contractor shall furnish and place 3 changeable message signs (CMS) at the following locations: one in eastbound direction of East Tabor Avenue, one in westbound direction of East Tabor Avenue, one on southbound Claybank Road north of Quail Drive. These cms signs shall be installed at least 10 calendar days prior to the start of work and shall be maintained by the Contractor for 30 calendar days after the start of work. After 30 calendar days, the Contractor may choose to continue to maintain the cms signs until the project is completed or install a static sign at the same location and maintain the static signs until the project is completed. The static sign shall have 6" lettering, a single continuous flashing beacon, and the following message:

ROAD WORK AHEAD

EXPECT DELAYS

From December 2012 to June 2013

From 7 AM TO 5 PM

The sign shall be black lettering on orange. The sign shall be made of aluminum diamond grade.

7. Special Provision Specification 35.1 C (page SP-21):

Replace "The City" with "The Contractor".

8. Special Provision Specification 36.1 A2 (page SP-23):

Add the following at end of paragraph "The Contractor shall pay for testing and if required, repeat testing".

9. Special Provision Specification 47.1 D (page SP-35):

Add the following at end of paragraph "Loops shall be installed between the second and final asphalt lifts, unless directed otherwise by the City Engineer."

10. The mandatory Pre-bid meeting sign in sheet are attached and incorporated into the bid documents.

11. The pothole information sheets are attached and incorporated into the bid documents. This information does not relieve the contractor from verifying, protecting, or locating existing utilities.

12. Pre-bid meeting questions and responses:

- a) Q: Can Claybank Road be restricted to local traffic only during construction?
A: No.
- b) Q: Can the Contractor post no parking and reduce speed signs?
A: Maybe. The Contractor can show this in the Traffic Control Plan submittal for review.

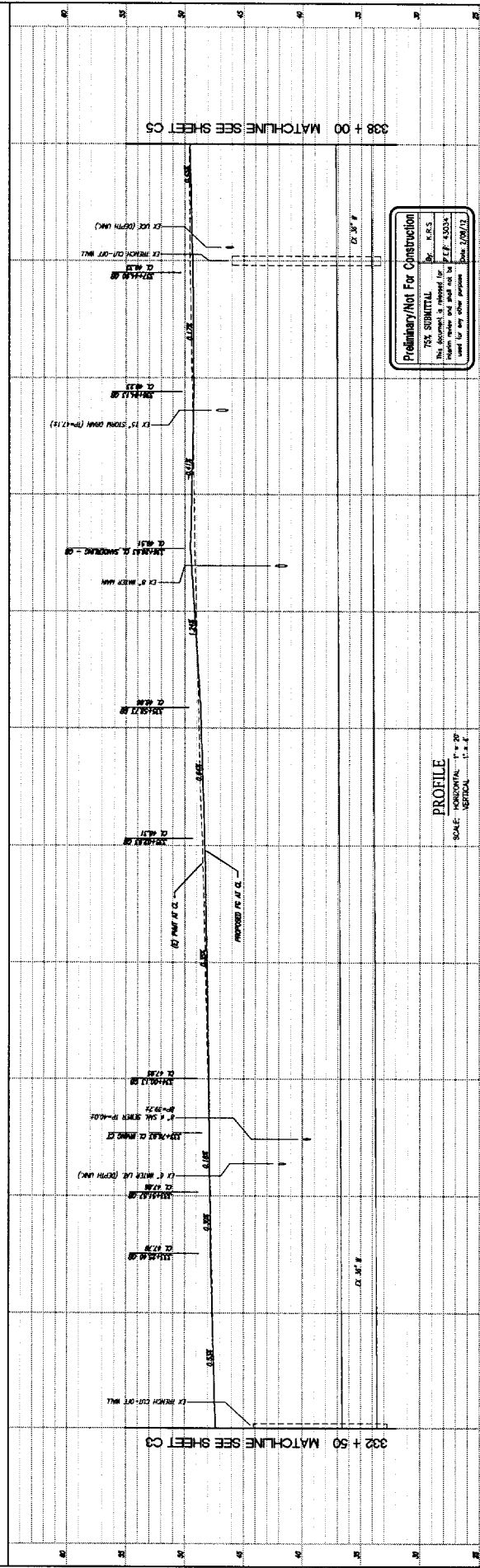
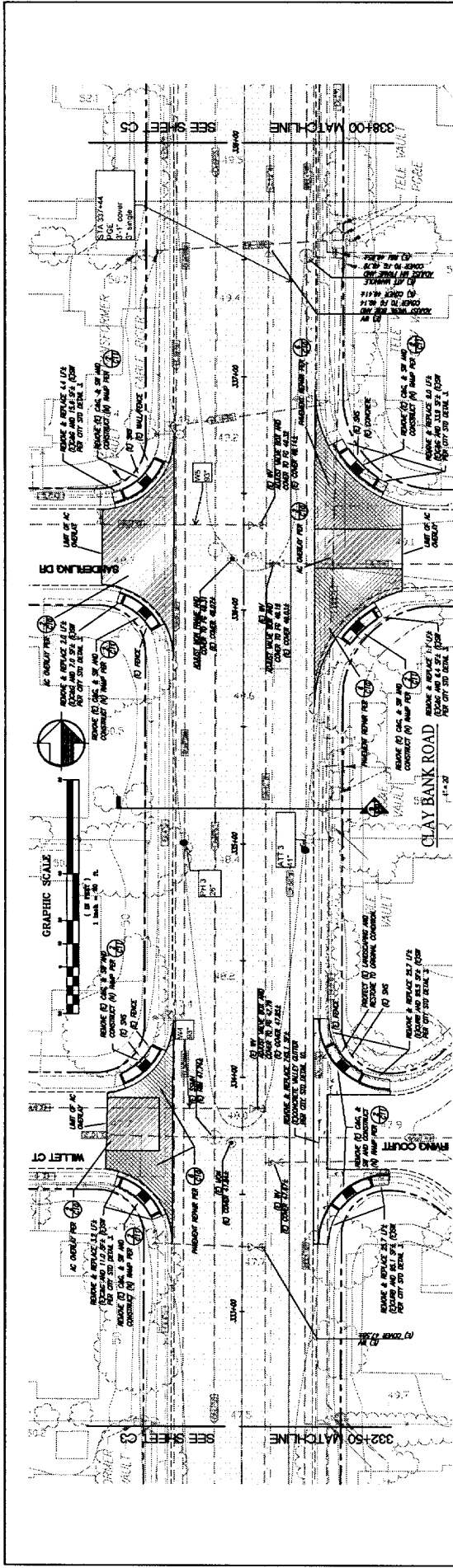
13. Deadline to submit a question is extended to Monday, November 12, 2012 at 9 am.

14. Reminder: Bid Opening Time and Date remains unchanged.

Attachments:

- 1) Pre-bid meeting sign in sheet
- 2) Pothole data
- 3) Revised plan sheets

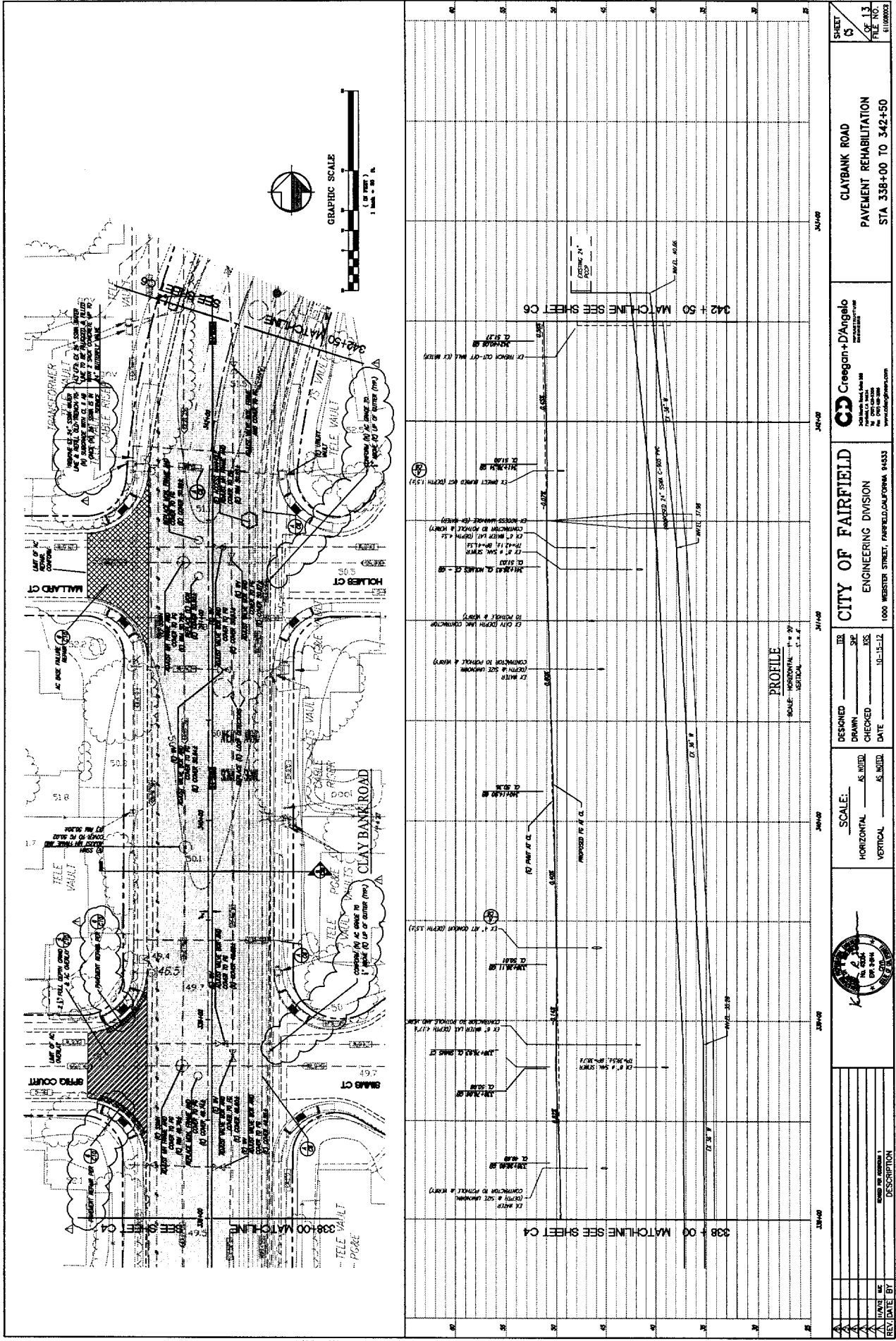
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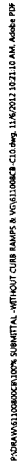
Preliminary/Not For Construction
 75% SUBMITTAL
 No document is intended for construction.
 Use for any other purpose.
 Date: 12/21/11

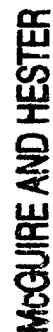
SHEET C4 OF 12 FILE NO. 11100003	CITY OF FAIRFIELD ENGINEERING DIVISION 1000 WEBSTER STREET, FAIRFIELD, CALIFORNIA 94533	C3 Creighton+D'Angelo 2000 Main Street, Suite 100 Fairfield, CA 94504 Tel: (707) 421-1000 Fax: (707) 421-1001 www.creighton-dangelo.com	CLAYBANK ROAD PAVEMENT REHABILITATION STA 332+50 TO 338+00
DESIGNED _____ DRAWN _____ CHECKED _____ DATE 7-28-12	SCALE: HORIZONTAL _____ VERTICAL _____	AS NOTED AS SHOWN	REVISIONS NO. DATE BY DESCRIPTION

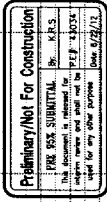
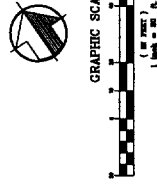
MCGUIRE AND HESTER



McGUIRE AND HESTER





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MCGUIRE AND HESTER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

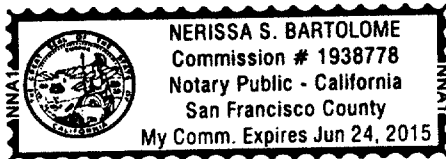
State of California

County of San Francisco

On 11/8/2012 before me, Nerissa S. Bartolome, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared S. Nicole Evans

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Nerissa S. Bartolome

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: S. Nicole Evans

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

**CLAYBANK ROAD PAVEMENT REHABILITATION
AND SSWA TOLENAS LATERAL REPLACEMENT**

WHEREAS McGuire and Hester
9009 Railroad Ave, Oakland, CA 94603
(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and Western Surety Company
555 Mission Street, #200, San Francisco, CA 94105
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____
Ten Percent (10%) of the Total Amount Bid

Dollars (\$ _____), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 8, 2012

"Contractor"

McGuire and Hester

By: 

Title Michael R. Hester, President

By: n/a

Title

"Surety"

Western Surety Company

By: 

Title S. Nicole Evans, Attorney in Fact

By: n/a

Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On November 14, 2012 before me,

Anne Hester, Notary Public

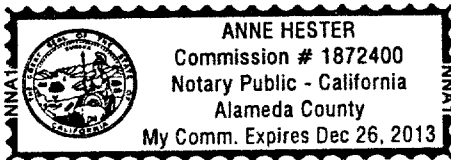
Date

Here Insert Name and Title of the Officer

personally appeared

Michael R. Hester

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: November 8, 2012

Number of Pages: TWO

Signer(s) Other Than Named Above: S. Nicole Evans

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael R. Hester

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan De Luca, Yvonne Roncagliolo, Thomas E Hughes, S. Nicole Evans, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2012.



WESTERN SURETY COMPANY

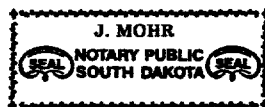
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of November, 2012.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the 15 day of January 2013, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and McGuire and Hester, party of the second part, hereinafter called the CONTRACTOR.

It is understood City Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

CLAYBANK ROAD PAVEMENT REHABILITATION AND SSWA TOLENAS LATERAL REPLACEMENT

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by Creegan + D'Angelo Engineers
numbered C1 through C13 (13 sheets total)
and dated October 2012
- b. Advertisement for Bids.
- c. The Accepted Bid, dated 11/15/12
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific and Special Provisions.
 - 2) General Provisions.
 - 3) City of Fairfield Standard Details and Specifications, 1998 edition.
 - 4) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated May, 2006.

- f. Performance Bond, dated Jan. 18, 2013.
- g. Labor and Material Bond, dated Jan. 18, 2013.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **118** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the City Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LD's) an amount equal to One Thousand Dollars **(\$1,000)** for each calendar day or fraction thereof that expires after the time specified herein for the Contractor to complete the work and the facility or improvements are usable for its intended use. LD's shall apply cumulatively and shall be presumed to be damages suffered by the City resulting from delay in completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LD's shall not cover the cost to of complete the work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof).

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

CLAYBANK ROAD PAVEMENT REHABILITATION AND SSWA TOLENAS LATERAL REPLACEMENT

Item No.	Item of Work	Unit	Estimated Quantity	Unit Price (\$)	Total Price (\$)
1	MOBILIZATION (INCLUDES CONFIRMING THE LOCATION OF EXISTING UTILITIES)	LS			\$85,000
2	SWPPP AND EROSION CONTROL	LS			\$8,000
3	TRAFFIC CONTROL	LS			\$24,000
4	SSWA 24-INCH WATER TRANSMISSION LINE	LF	2,065	100	\$206,500
5	REMOVE AND DISPOSE OF EXISTING 24-INCH MORTAR LINED AND COATED STEEL PIPE	LF	2,000	5	\$10,000
6	PLUG AND FILL EXISTING 24-INCH LINE WITH CONCRETE SLURRY	LF	72	55	\$3,960
7	UTILITY TRENCHING AND BACKFILL	LF	2,065	186	\$384,090
8	SHORING	LS			\$10,000
9	SSWA 2-INCH BLOW-OFF VALVE	EA	1	\$7,600	\$7,600
10	ROADWAY EXCAVATION (INCLUDES AC, AB AND SOIL REMOVAL AND DISPOSAL)	CY	12,740	14	\$178,360
11	BASE FAILURE REPAIR	CY	100	50	5,000
12	COLD PLANE ASPHALT CONCRETE PAVEMENT (FULL 2.25-INCH GRIND)	SY	960	7	6,720
13	SUBGRADE STABILIZATION FABRIC	SY	14,110	2	28,220
14	CLASS 2 AGGREGATE BASE	TN	17,990	27	485,730
15	ASPHALT CONCRETE	TN	5,550	95	527,250

16	ADJUST VALVES AND TRAFFIC BOXES TO GRADE	EA	21	500	10,500
17	ADJUST MANHOLES TO GRADE	EA	14	660	9,240
18	REPLACE STREET MONUMENTS	EA	9	350	3,150
19	RECORD OF SURVEY	LS			5,000
20	REPLACE TRAFFIC SIGNAL LOOP DETECTOR (INCLUDES DETECTOR HAND HOLE)	LS			3,600
21	4-INCH THERMOPLASTIC STRIPING	LF	7,950	.55	4,372.50
22	THERMOPLASTIC PAVEMENT MARKING	SF	1,730	4	6,920
23	RAISED PAVEMENT MARKERS	EA	330	3	990
24	STREET SIGNS	EA	29	225	6,525
25	REMOVE AND REPLACE CURB AND GUTTER	LF	100	50	5,000
26	REMOVE AND REPLACE SIDEWALK	SF	100	25	2,500

Total Bid \$2,028,227.50

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

V. WORKERS' COMPENSATION

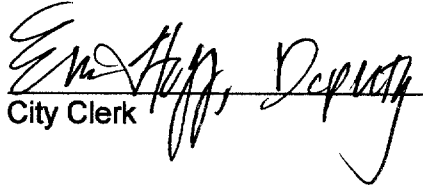
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

Claybank Road Pavement Rehabilitation and
SSWA Tolenas Lateral Replacement Project



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first
above written.

WITNESS:

CITY OF FAIRFIELD

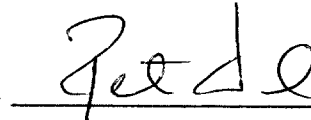

City Clerk

By:


City Manager 

MCGUIRE AND HESTER
CONTRACTOR

By:



Robert C. Doud, Exec. VP/CFO
Title

Licensed in accordance with an act providing for
the registration of contractors.

Contractor's License:

a. Class: A, B, C21, C27, C31, HAZ

b. Number: 95879

c. Expiration Date: 11/30/13

FEI Number: 94-1074934

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 1/23/13

Date

before me, Shawna Kay Olgin, Notary Public

Here Insert Name and Title of the Officer

personally appeared Robert C. Doud

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

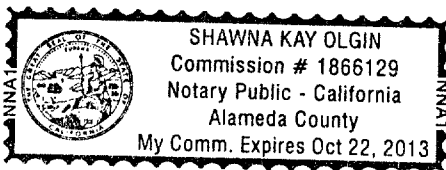
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contract

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

- ☐ Individual
☒ Corporate Officer — Title(s): Exec VP/CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Claybank Road Pavement Rehabilitation and
SSWA Tolenas Lateral Replacement Project

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____
 Authorized by Res. No.: _____ Contract Expiration Date: _____
 Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	McGuire and Hester
ADDRESS	9009 Railroad Ave.
CITY, STATE, ZIP	Oakland, CA 94603

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
	SOLE PROPRIETORSHIP	
	PARTNERSHIP	
	LIMITED LIABILITY PARTNERSHIP	
X	CORPORATION	94-1074934
	LIMITED LIABILITY CORPORATION	
	NON-PROFIT CORPORATION	
	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

McGuire and Hester

9009 Railroad Ave, Oakland, CA 94603

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

**CLAYBANK ROAD PAVEMENT REHABILITATION
AND SSWA TOLENAS LATERAL REPLACEMENT**

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Western Surety Company

555 Mission Street, #200, San Francisco, CA 94105

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

-----Two Million Twenty Eight Thousand Two Hundred Twenty Seven and 50/100 -----

Dollars (\$ 2,028,227.50), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Claybank Road Pavement Rehabilitation and
SSWA Tolenas Lateral Replacement Project

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.


FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

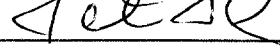
IN WITNESS WHEREOF, ^{three (3)} ~~two (2)~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: January 18, 2013

"Contractor"

McGuire and Hester

By: 
Title
Michael R. Hester, President

By: 
Title
Robert C. Doud, Exec VP/CFO

(Seal)

"Surety"

Western Surety Company

By: 
Title S. Nicole Evans, Attorney In Fact

By: n/a
Title

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 1/23/13

Date

before me, Shawna Kay Olgin, Notary Public

Here Insert Name and Title of the Officer

personally appeared Robert C. Doud and Michael R. Hester

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he/she/it~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

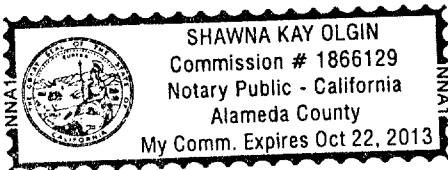
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

- ☐ Individual
☒ Corporate Officer — Title(s): Exec VP/CFO
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: Michael R. Hester

- ☐ Individual
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

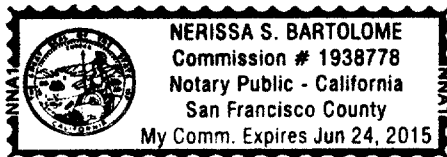
CIVIL CODE § 1189

State of California

County of San Francisco

On 11/18/2013 before me, Nerissa S. Bartolome, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared S. Nicole Evans
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: Nerissa S. Bartolome

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: S. Nicole Evans

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan De Luca, Yvonne Roncagliolo, Thomas E Hughes, S. Nicole Evans, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

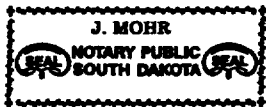
State of South Dakota }
County of Minnehaha }

ss

On this 23rd day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of January, 2013.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to McGuire and Hester
9009 Railroad Ave, Oakland, CA 94603

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

**CLAYBANK ROAD PAVEMENT REHABILITATION
AND SSWA TOLENAS LATERAL REPLACEMENT**

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____
Western Surety Company

555 Mission Street, #200, San Francisco, CA 94105

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____
-----Two Million Twenty Eight Thousand Two Hundred Twenty Seven and 50/100 -----

Dollars (\$ 2,028,227.50), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

three (3)

IN WITNESS WHEREOF, ~~two (2)~~ identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: January 18, 2013

"Contractor"

McGuire and Hester

By: 

Title

Michael B. Hester, President

By: 

Title

Robert C. Doud, Exec VP/CFO

(Seal)

"Surety"

Western Surety Company

By: 

Title S. Nicole Evans, Attorney in Fact

By: n/a

Title

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On 1/23/13

Date

before me, Shawna Kay Olgin, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Robert C. Doud and Michael R. Hester

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

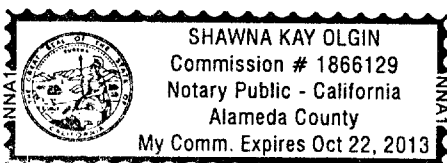
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Robert C. Doud

☐ Individual

☒ Corporate Officer — Title(s): Exec VP/CFO

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: Michael R. Hester

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

McGuire and Hester

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

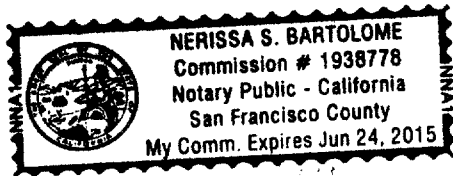
CIVIL CODE § 1189

State of California

County of San Francisco

On 1/18/2013 before me, Nerissa S. Bartolome, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared S. Nicole Evans
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Nerissa S. Bartolome
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: S. Nicole Evans

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☒ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
- ☐ Individual
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan De Luca, Yvonne Roncagliolo, Thomas E Hughes, S. Nicole Evans, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of August, 2012.



WESTERN SURETY COMPANY

Paul T. Bruflat

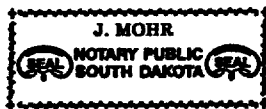
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of January 2013



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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